

General Conditions of Sale

1. Price

Prices are exclusive of the cost of carriage and of value added tax and any other tax or duty. Prices are provisional only and subject to adjustment to take account of increase in our costs and overheads and any exchange fluctuations which cause our costs to increase in relation to the price quoted. Prices will not, however, be subject to further adjustment once we have accepted your order.

2. Payment

2.1 You must pay for goods within 30 days from the end of the month of invoice.

2.2 You may not withhold payment of any amount due to us because of any claim or set off you may have against us.

2.3 You must pay us interest at three per cent per annum over the base lending rate for the time being of H S B C Bank Plc from the due date for payment to the actual date of payment, or Statutory rate of interest whichever is the higher. Interest shall accrue on a daily basis and run after as well as before any judgment and be payable on demand.

3. Delivery Date

If we fail to deliver by the estimated date you may give us notice requiring delivery to be made within a period of not less than 4 weeks. If delivery is still not made then (notwithstanding Clause 9 hereof) you may cancel the contract without charge, but this is your only remedy for delay in delivery.

4. Place of Delivery

We will deliver the goods sold where you require, but at your expense. Our rates for carriage are available on request.

5. Risk

Risk of loss of or damage to the goods shall pass to you on delivery.

6. Title

6.1 We retain ownership of the goods sold and shall be entitled to dispose of them until:

6.1.1 we have received unconditional payment in full for all goods supplied by us, or

6.1.2 property in the goods passes to a purchaser from you by way of bona fide sale at full market value whichever first occurs.

6.2 If payment is overdue in whole or in part we may (in addition to our other rights) recover or resell the goods and for that purpose we may enter your premises or any other premises we believe the goods to be.

6.3 Payment hereunder shall become due immediately upon service of notice by us requiring payment served at any time after sums become due under any other contract between us or after the commencement of any act or proceeding in which (in our opinion) your solvency is insolvent or the occurrence of any event which (in our opinion) places in jeopardy our title to the goods sold.

6.4 We authorise you to sell the goods and you will hold the proceeds of sale as trustee for us.

6.5 For the purpose of this clause goods still in your possession shall be deemed to be those we delivered most recently unless the contrary is proved.

6.6 We may by notice to you cause ownership in all or any part of the goods specified in the notice to pass to you.

7. Liability

7.1 You should note on the carrier's advice note any shortages or defects apparent on delivery.

7.2 The quantity invoiced and delivered by us may vary from the amount ordered by an amount not exceeding 5%. You must in any event inspect the goods following delivery and notify to us in writing within seven (7) days of delivery of any shortfall in quantity of the number invoiced and within three (3) working days if the goods do not comply (subject to Clause 7.5 below) within any specially agreed dimensions or specifications or contain any defect which is or which might reasonably be expected to be apparent on inspection.

7.3 If your claim is substantiated we will at our option deliver the balance of the goods or replace the defective goods or take back the goods at our expense and refund you in full any purchase price already paid.

7.4 Subject to Clause 7.2 above if you demonstrate to us that any of the goods sold are (within six months after delivery) defective because of bad materials or workmanship in manufacture we will at our option replace them or take back the goods at our expense and refund you in full any purchase price already paid.

7.5 Our dimensions and specifications may vary slightly, and unless we have specifically accepted responsibility, no dimensions or specifications form part of the contract.

7.6 Except for liability for death or personal injury arising out of any negligence on our part, our liability under the clause and under any other condition warranty or representation express or implied, statutory or otherwise and any liability of ours in tort in relation to the goods sold or any defect in them shall be limited to the invoice value of the goods.

7.7 You shall indemnify us and keep us indemnified against all actions claims costs damages or losses incurred by us which arise from our acting on your instructions or from your own actions.

8. Insolvency and Default

In the event of you suffering (or appearing to us to be about to suffer) the onset of insolvency or being in breach of any terms of the contract we shall be entitled, without prejudice to our other rights, to postpone delivery or manufacture (both in respect of the contract in question and any other contracts with you) until the breach has been rectified and/or (at our option) to determine the contract (and/or any other such contracts) and to recover payment for all deliveries already made and for the cost of materials and labour already expended for the purpose of future deliveries (less any allowance of the value thereof as utilised by us for other purposes) and also to recover from you a sum equivalent to our loss of profit arising out of such determination. The exercise of our option to postpone delivery or manufacture shall not prevent the subsequent exercise of our option to determine the contract and/or any other such contracts.

9. Cancellation

You may cancel the contract but in the case of standard products we shall make a cancellation charge of 10% of the invoice value of the goods (up to a maximum of £100) if cancelled before despatch and if after despatch a cancellation charge of 20% to cover restocking the product. In the case of non-standard products the charge will be the full invoice value of the goods.

10. Law and Jurisdiction

The proper law of the contract shall be English law and any difference or dispute hereunder shall except where otherwise herein provided be dealt with by the Courts of England save that we shall be entitled to bring proceedings against you in the Courts of the jurisdiction where you reside or carry on business. You hereby submit to the jurisdiction of the English Courts accordingly.

11. Notices

11.1 The sale contract may be varied only in writing, and any notice or consent must also be in writing.

11.2 The address for service of any notice on you shall be your address referred to in our sale documentation.